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NATRONA COUNTY CLERK, WYOMING  
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CITY OF CASPER

GREENWAY PARK PUD (PLANNED UNIT DEVELOPMENT)  
SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of February, 2008, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, 82601, hereinafter designated as "City," and Haystack Properties, LLC, 290 Skyhill Drive, Golden, Colorado, 80401, hereinafter designated as "Owner."

WHEREAS, Owner has applied to annex, plat, and zone as PUD (Planned Unit Development), 61.23-acres, more or less, to create a mixed-housing development to be known as Greenway Park Addition; and

WHEREAS, pursuant to Sections 17.12.150 and 17.52 of the Casper Municipal Code, the Owners are required to submit a PUD Site Plan for approval by the Planning and Zoning Commission and the City Council; and,

WHEREAS, a copy of the PUD Site Plan, dated December 20, 2008 and titled "Greenway Park Preliminary Site Plan," is attached hereto as "City Exhibit A," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the PUD Narrative (Guidelines) dated, January 7, 2008 and titled "Greenway Park Planned Unit Development Narrative and Guidelines" is attached hereto as "City Exhibit B," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the Greenway Park Planned Unit Development Site Plan Architectural Elevations, Sheets 1 through 3, are attached hereto as "City Exhibit C," and is incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the Greenway Park Conceptual Phasing Plan, dated January 7, 2008, is attached hereto as "City Exhibit D," and is incorporated herein at this point as if fully set forth;

NOW, THEREFORE, the parties hereto agree as follows:

I. EXPLICIT CONDITIONS:

- A. The Owners shall pay their proportionate share of the actual cost of design, engineering, materials and installation of a traffic signal at the intersection of South Missouri and East 15<sup>th</sup> Street when directed by the City Council or the City Manager. According to the traffic study performed by SEH Inc, dated June 22, 2007 and revised on July 27, 2007, the Owner's estimated proportionate share is approximately Thirty-Six Percent (36%) based on traffic generation. The Owner

shall pay the City upon invoicing of the actual amount, and said invoice shall include appropriate engineering, design or construction estimates. The City agrees to cause the installation of said traffic signal prior to the issuance of the last certificate of occupancy for the development.

- B. The Owner shall reimburse the City for the entire cost of the traffic study completed by SEH Inc dated June 22, 2007 and revised on July 27, 2007.
- C. The Owner shall retain ownership of all open space tracts in the development, including the Sage Creek drainage tracts. The Homeowner's Association shall be responsible for all maintenance of said open space tracts. The Owner shall dedicate a public access easement to allow the public access to the trail system, which shall be constructed in accordance with the site plan (City Exhibit A). In addition, the developer shall not gate or otherwise restrict public access to the trails and will pay for the full cost of construction. The City will, upon acceptance of the constructed trail, maintain the trail as part of the City trail system.
- D. The Owner shall construct East 21<sup>st</sup> Street concurrent with Phase I. The Owner shall pay fifty percent (50%) of the actual cost of design, engineering, materials and construction of East 21<sup>st</sup> street, for the portion of the street that is adjacent to the Greenway Park Addition, plus all escalation of costs (if any) as further described in Section III (B) of this Agreement. East 21<sup>st</sup> Street shall be constructed according to City specifications as a collector street. The Owner's obligation includes, but is not limited to, the construction of paving, detached sidewalks, curb, gutter, public utility extensions and stormwater improvements.
- E. The Owner shall submit a final drainage study to the City Engineering Department for review and approval prior to the issuance of a permit to construct any phase of the subdivision.
- F. Prior to the development of Greenway Park, the Owner shall submit a sanitary sewer study for review and approval by the Public Utilities Manager.
- G. The Owner shall ensure that there are two or more points of vehicular access (streets) for the subdivision prior to the construction of any structures in the Greenway Park Addition.
- H. The Owner and Homeowner's Association shall be responsible for the maintenance of all landscaping and traffic islands located within the public right-of-way.
- I. The Owner shall install natural sound reduction measures along the southeast side of Canyonlands Parkway, utilizing vegetation approved or suggested by the City Arborist.
- J. A detailed site plan and landscaping plan shall be submitted to the Community Development Director for review and approval prior to the development of each phase.
- K. The Owner, at its option, may include a small retail food establishment, such as a grocery store or coffee shop, as a permitted use in the Greenway Park Addition,

located within the main clubhouse. Said retail component shall be limited to a maximum of 1,500 square feet in floor area.

- L. All structures located within the Greenway Park Addition shall be constructed in keeping with the architectural elevations and renderings approved by the Planning and Zoning Commission and City Council (City Exhibit C).
- M. Development of the Greenway Park PUD (Planned Unit Development) shall be governed by the PUD Narrative (City Exhibit B) approved by the Planning and Zoning Commission and City Council. Where the PUD Narrative (Guidelines) address a development standard or requirement that conflicts with the Casper Municipal Code, the PUD Narrative (Guidelines) shall take precedence. If the PUD Narrative (Guidelines) do not address a standard, or requirement, then the provisions of the Casper Municipal Code shall apply.

## II. OBLIGATIONS OF THE OWNERS:

Upon written demand of the Council or the City Manager, the Owner, at their sole cost and expense, shall do, or cause to be done, the following:

- A. The Owner shall landscape the property in keeping with the Landscape Plan approved by the Planning and Zoning Commission, and comply with the following landscaping requirements:
  - 1. Landscape and beautify the areas identified on the Landscape Plan.
  - 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
  - 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
  - 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The requirement to replace plant material shall not be assigned to the owner of vacant property until such time as an active commercial or residential use is established on that property.
  - 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the

control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. In the event the owner is granted an extension for compliance with landscaping construction, the issuance of a certificate of occupancy shall not be delayed pending the completion of the landscaping.

- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will be determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his Designee.
- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in

accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.

- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.

### III. OBLIGATIONS OF THE CITY:

- A. The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.
- B. East 21<sup>st</sup> Street shall be constructed according to City specifications, as a collector street. The City shall pay fifty percent (50%) of the actual or estimated cost of design, engineering, materials and construction, whichever is lower, of East 21<sup>st</sup> street, for the portion of the street that is adjacent to the Greenway Park Addition. The City shall not pay more than 50% of the estimated 2008 costs, as determined by a written estimate provided by a Wyoming Registered Engineer, and accepted by the City Engineer. Any escalation of costs from the delay of the construction of the street beyond 2008, or from actual costs that exceed the written estimate, shall be paid by the Owner. Construction shall be completed by the Owner concurrent with Phase I. The City will recapture its costs when the property south of East 21<sup>st</sup> Street develops in the future.

### IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the

Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

V. MISCELLANEOUS AGREEMENTS:

- A. Authority: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. Successors and Assigns: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter E. Tremblay

ATTEST:

V.H. McDonald  
V.H. McDonald  
Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

Paul C. Bertoglio  
Paul C. Bertoglio  
Mayor

WITNESSETH:

By: [Signature]

HAYSTACK PROPERTIES, LLC

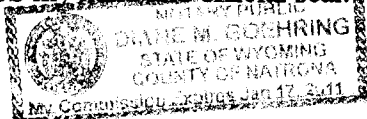
By: [Signature]  
Printed Name: John S. Neilson  
Title: manager

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 )ss.  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Paul C. Bertoglio, as Mayor of the City of Casper, this 19<sup>th</sup> day of August, 200 P.

WITNESS my hand and official seal:



Diane M. Goshring

Notary Public

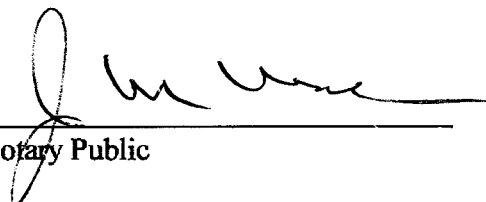
My Commission Expires:

ACKNOWLEDGEMENT

STATE OF Colorado )  
COUNTY OF Teller )ss.

The foregoing instrument was acknowledged before me by  
John S. Neilson as manager for HAYSTACK PROPERTIES,  
LLC, this 2nd day of February, 2008.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8/22/09





CITY  
Exhibit B

# Greenway Park

*Planned Unit Development (PUD)  
Narrative and Guidelines*



*Casper, Wyoming  
August 24, 2007  
Rev. January 07, 2008*

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## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **I. Project Overview and Intent:**

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. The focus of Greenway Park will be to provide the City of Casper with a variety of dwelling units. The mix of multi-family buildings, mansion homes, townhomes and single family detached units will provide the City of Casper with a vibrant residential area that is needed for the current marketplace.

The principles used to guide this planned community capable of responding to the current and changing market place are as follows:

- Provide a mix of residential unit types that will be able to respond to existing and future market conditions.
- Allow a variety of creative solutions and flexibility that can be utilized during final construction of the residential tracts.
- Work the infrastructure and building units to most effectively use the existing character or the land.
- Promote walkability throughout the site as well as connection to adjacent parcels.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **II. Authority and Definitions**

These standards will apply to all property contained within the Greenway Park development. These guidelines will become the governing standards for review, approval and modification of development activities on the Property. The subdivision and zoning ordinances and regulations for the City of Casper will apply where the provisions of this guide do not address a specific subject.

For the purposes of this PUD, the following terms shall have the meaning as set forth below:

**City** – The City of Casper, Wyoming.

**Code** – The City of Casper Municipal Code, latest revision.

**Commission** – The Planning and Zoning Commission for the City of Casper.

**Council** – The City Council for the City of Casper.

**Design Guidelines** – The design guidelines for the Property as adopted by the Developer and the City.

**Developer** – Haystack, LLC

**HOA** – Homeowner's Association for the Property.

**MF** – Multi-Family units.

**Owner** – the owner of all or a portion of the Property.

**Parcel** – Any tract, parcel, lot or portion of the Property.

**Planning Department** – The Planning Department within the City of Casper's Community Development Department.

**Property** – The real property located in Natrona County, Wyoming as described in Exhibit A attached hereto.

**PUD** – Refers to this document, which constitutes the Planned Unit Development for this Property.

**SFD** – Single Family Detached homes.

**Site** – Refers to the Property.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **III. Contact Information:**

**Applicant/Developer**  
Haystack, LLC.  
John Neilson  
290 Skyhill Drive  
Golden, Colorado 80401

**Land Planner**  
David A. Clinger & Assoc.  
David Clinger  
21759 Cabrini Blvd.  
Golden, CO 80401  
(303) 526-9126

**Engineer**  
WLC  
Jason Meyers  
200 Pronghorn  
Casper, Wyoming 82601  
(307) 266-2524

### **IV. Site Analysis:**

Greenway Park is approximately 58.73 acres of land and is located within portions of the West ½, Northeast ¼ and portions of the Southeast ¼, Northwest ¼ and the Pratt Addition No. 6, Phase One, Section 14, Township 33 North., Range 79 West of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming. Greenway Park is bounded on the south by East 21<sup>st</sup> Street (unimproved) and unplatted land, on the east by single family residential subdivisions (Rustic Ridge and Rustic Pines), on the north by Pratt Park and Windsor Heights, and on the west by South Missouri Street and apartments.

The Project slopes from southeast to northwest and falls approximately 100 feet throughout the site. Sage Creek flows from south to north along South Missouri Street through the westerly portion of the site. The site is currently undeveloped and is covered with native grasses, sagebrush and yucca. There is existing wetland vegetation along Sage Creek.

Access to the Property will be off of South Missouri Street, the extension of Pinyon Parkway, and East 21<sup>st</sup> Street, when it is improved.

The existing zoning for the property is R3 and AG. The adjacent zoning to the Property is R1, R3, R4, AG and PH

**V. Planning Areas and Phasing:**

Greenway Park will be a vibrant residential community with a mix of residential unit types. The economic market, the location of the site, existing and proposed markets, financial viability, and consideration for existing development and natural features of the Project were used in considering the areas and residential unit types.

The area around Casper is in pressing need of newly constructed and attractive apartments. There are plenty of production homes available within the Casper area, but not many new apartment projects have been developed in Casper within the last 25 years. Along with current mortgage problems, it is harder and harder for the workforce to purchase SFD homes. Therefore, more and more singles, couples and even families will be looking for nice, new apartments for lease until the market is more viable for home ownership. Therefore, Greenway Park has provided approximately 21.3 acres of MF II – Multi-Family units. These units will be two and three story structures with either 8 or 24 units per building. There will be approximately 300 total multi-family units within parcels P1, P3 and P5, or 13.1 DU/Ac. (See Appendix C)

To provide a mix of MF unit types, Greenway Park has also provided parcels for Mansion Homes / Multi-Family (MF I) and Townhomes / Multi-Family (MF III). The Mansion Homes are 3-unit buildings that are designed to appear as a single, large residential home. It is planned that there will be approximately 36 Mansion Homes within parcel P8, or 9.7 DU/Ac. The Townhomes will have 2 to 6 units per building and will be a transition between the MF II – Multi-Family parcel and the SFD parcel. There will be approximately 63 Townhomes within parcels P6 and P7, or 7.3 DU/Ac. (See Appendix C)

To provide a transition from the higher density along the westerly portion of the site, SFD lots are located along the easterly portion of the site, next to the existing Rustic Ridge and Rustic Pines neighborhoods. These semi-custom homes will be located in the easterly parcels where there are greater slopes. To work with the existing topography and to provide an open space buffer from Rustic Ridge, the homes have been located on the west side of the proposed public roadways. The easterly walk along Pinyon Parkway and Canyonlands Parkway will be attached to help the Project with the slope up to the existing residences at Rustic Ridge. Due to the single loaded streets and existing slopes of the site, the proposed SFD will not impede the views of the existing residences to the east.

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge. The remaining are along the Sage Creek drainage way. The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north.

The Project will be phased based on market demand. It is planned that portions of the Multi-Family parcels and a few Mansion Homes will be developed first. The remaining Multi-Family, Mansion Homes, Townhomes, and Single-Family lots will be developed in future phases. Initial access through the site will be provided from South Missouri Street to the west and East 21<sup>st</sup> Street to the south. This will provide the initial phases with two points of access.



## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **VI. Planned Unit Development Guidelines:**

The land uses identified in the Planned Unit Development Plan is to provide a guide for the development of Greenway Park. The land use areas and boundaries, as depicted, are conceptual and subject to alteration through the approval of the City of Casper Community Development Department. Changes made to the PUD, if considered minor in nature, will be revised through an administrative process within the City's Community Development Department and will not be taken to the City's Planning and Zoning Commission or City Council public hearings.

Additional, detailed site plans, involving street layouts, easement locations, lot configuration, lot sizes, building envelopes, architectural features and landscape design may be required with the development of each individual parcels. These detailed plans will conform to the general guidelines established in this document but may be allowed to revise specific details with the approval of the City of Casper Community Development Department. As long as the detailed plans are in general conformance with the PUD document then the review and acceptance of the detailed plans will be done administratively within the City's Community Development Department.

Replatting will be required with the submittal of detailed site plans. The replatting will be done so that the final easement locations, building envelopes, lot lines and setback can be established at the time of final site work. This replatting will follow the review and approval guidelines established by the City of Casper Community Development Department and require approval of the Planning and Zoning Commission and the City Council.

A total of 20% open space will be provided for the entire site. This will include the open space parcel shown on the PUD Plan as well as internal open space within each of the residential parcels.

Model homes are allowed in all parcels. The City will not issue an occupancy permit for any model home structure until the utilities are installed.

Sales offices and signs are permitted in all parcels for the duration of the initial unit/lot sale of the community.

**a. Land Use Designations and Descriptions (See Exhibit C for area locations)**

**SFD**

The single family detached lots will be located along the easterly side of the Project in parcels P9, P10 and P11. These parcels total approximately 7.6 acres and will be developed into approximately 30 lots (3.9 DU/Ac.). These lots are located along the easterly portion to provide: 1) a transition from the existing residences to the east and the greater density to the west, 2) design walk-out lots and single load the streets to allow development on a slope, 3) provide semi-custom homes that will match with the proposed development as well as the existing homes to the east, 4) offer spectacular view to the south and southwest.

**MF I – Mansion Homes / Multi-Family**

The MF I - Mansion Homes parcel is located along the northerly portion of the Project, next to Pratt Park. This area is designated as parcel P8 on the PUD Plan and is approximately 3.7 acres and will be developed into approximately 36 units (9.7 DU/Ac.). This parcel will provide an additional MF unit design as well as act as a transition from the apartments to the SFD parcel. The Mansion Homes are 2 story, 3-unit buildings that are designed to appear as a single, large residential home.

**MF II – Multi-Family**

The MF II – Multi-Family parcel are located along the westerly portion of the Project in parcels P1, P3 and P5. These multi-family structures will be 2 and 3 story buildings with 8-units per building and 24-units per building. These building will be served by private, HOA maintained roadways and will have an extensive trail/walking system to provide connections throughout the site. The parcel area for MF III – Multi-Family is approximately 21.3 acres and will be developed into approximately 300 units (14.1 DU/Ac.).

**MF III – Townhomes / Multi-Family**

The MF III – Townhomes parcels are located in the middle of the site and will be a transition from SFD to MF II – Apartments. The parcels for MF-Townhomes are parcels P6 and P7, and are approximately 8.6 acres. These parcels will be developed into approximately 63 units (7.3 DU/Ac.). The Townhomes will be two story buildings and have 2 to 6 units per building.

**OS – Open Space**

Greenway Park will provide three open space parcels. One will be located along the easterly portion of the project to allow for a cut slope to the proposed roadway as well as to provide a buffer from the existing residential units of Rustic Ridge (parcel P12). The remaining two are along the Sage Creek drainage way (parcel P2 and P4). These parcels are approximately 8.6

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

acres and account for approximately 14% of the site. Additional open space will be provided within each of the residential parcel so that a minimum of 20% open space is provided for Greenway Park.

The Sage Creek drainage is an intermittent stream that flows from south to north along the westerly portion of the site. Greenway Park will keep this drainage in its natural state so that the existing wetlands will not be impacted and so that the stream will continue to serve as a visual enhancement to the site. The stream will also continue to be a natural water quality feature for the drainage to the existing detention pond, north of Greenway Park. Greenway Park will provide a network of HOA owned and maintained trails throughout the site. These trails will provide connectivity between the parcels, adjacent properties and the proposed Pratt Park to the north. In addition, Greenway Park is currently planning on working with the City to provide a 10' wide, asphalt trail along Sage Creek, connecting East 21<sup>st</sup> Street with Pratt Park.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **b. Building Height, Setbacks and Minimum Lot Size**

#### **Objective:**

To provide a variety of acceptable building heights and setbacks related to the parcel designations and market demand.

#### **Design Guidelines:**

Factors in determining the building heights and setbacks may include the building type, architectural style, building configuration and building orientation, as well as, the building's relationship to adjacent uses, open space, pedestrian circulation and landscape treatment.

Variable front yard setbacks are encouraged to provide visual variety to the street scene.

Minimum lot widths, sizes, intensity, building heights and setbacks that are established by this Planned Unit Development supersede the City of Casper Municipal Code, where applicable.

Revisions or changes to the building heights, setback and lot sizes will be allowed with approval from the City of Casper Community Development Department.

Minimum Heights, Setbacks and Lot Sizes				
	SFD*	MF I	MF II	MF III
Parcels	P9, P10, P11	P8	P1, P3, P5	P6, P7
Min. Lot Area	5,850 SF	10,000 SF	10,000 SF	10,000 SF
Min. Lot Width	50'	100'	100'	100'
Min. Lot Depth	88.5'	100'	100'	100'
Front Setback	20'	15'	15'	15'
Rear Setback	10'	15'	15'	15'
Side Setback	5'	5'	5'	5'
Side Adjacent to Street	15'	15'	15'	15'
Building Height	35'	35'	35'	45'

\* Flag Lots will be allowed within the SFD parcels.

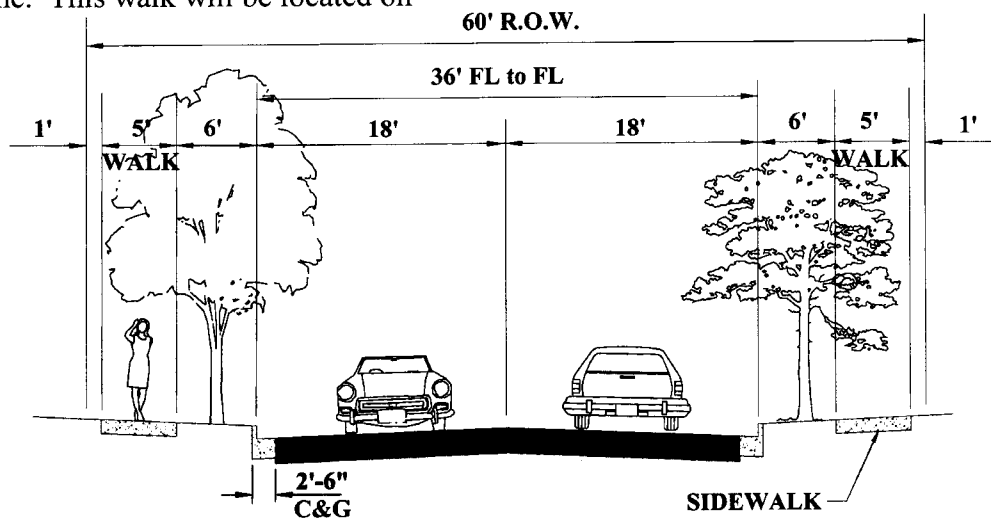
## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **c. Street Standards**

#### **Public Residential Streets**

All public roadways through this site will use this street section. These roadways include Yosemite Parkway, Banff Lane, Cloud Peak Lane, Jasper Drive, Waterton Way, Pinyon Parkway and Canyonlands Parkway. The Public Residential Streets shall be designed to the following guidelines:

1. 60' Right-of-Way (additional right-of-way may be required if an additional lane is needed for turning movements at intersections)
2. 32' pavement width. 36' flowline to flowline width.
3. Parking to be provided on both sides of roadway.
4. 6" vertical curb with 2' pan.
5. 6' landscape strip (both sides) from flowline to edge of walk.
6. 5' detached walk located 6' from flowline and 1' from right-of-way line. This walk will be located on both sides of the public roadways. The walk along the east side of Pinyon Parkway will be attached.
7. 125' minimum horizontal centerline radius.
8. 75' minimum tangent between reverse curves.
9. 25 MPH posted speed.
10. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department.



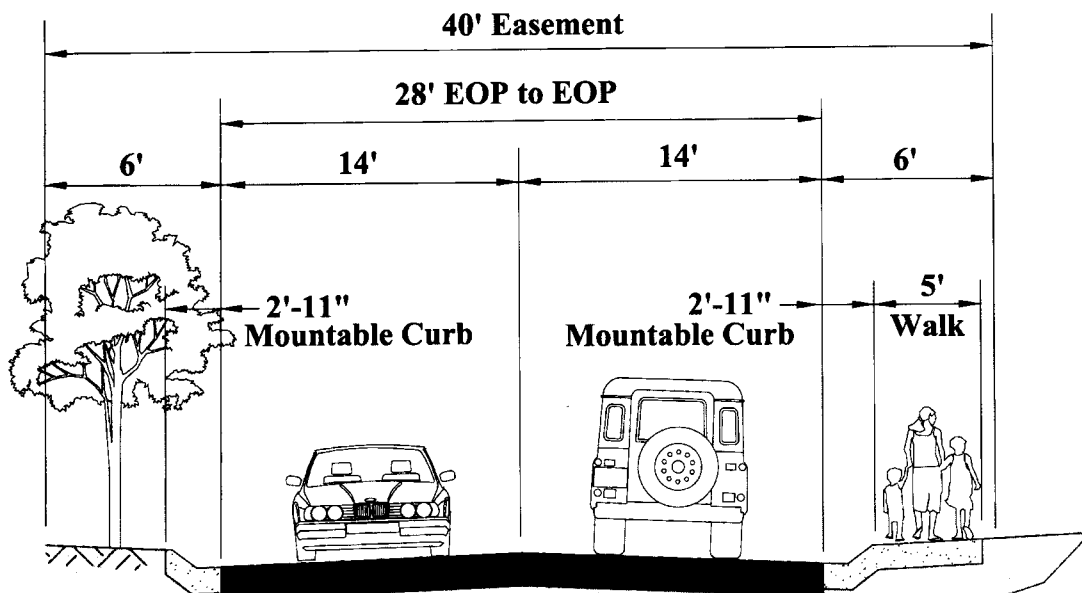
**Public Residential Street - 60' R.O.W. (NTS)**  
**Parking allowed on both sides of roadway**

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **Public Access Easements/Drives**

Public Access Easements/Drives are provided for access to all attached units and to the parking for the attached units. Parallel parking will not be allowed on these Public Access Easements/Drives. Parking will only be allowed in the perpendicular parking stalls, covered parking areas, driveway aprons and garages. All Public Access Easements/Drives will be owned and maintained by the Home Owners Association. Public Access Easement/Drive will follow the following guidelines:

- |   |   |
|---|---|
| 1. 40' Right-of-Way or Easement (dedicated to the H.O.A.).  | the edge-of-pavement line at a minimum.   |
| 2. 28' pavement width.  | 6. 50' min centerline radius.   |
| 3. 2'-11" mountable curb and gutter.  | 7. 15 MPH posted speed.   |
| 4. 5' attached walk (on one side only).   | 8. Revisions or changes to the Public Residential Street design will be allowed with approval from the City of Casper Community Development Department. |
| 5. This cross-section will be adjusted when parking areas and garages are located along the right-of-way. These will come off the pavement at |   |



### **Private Access Easement - 40' Easement (NTS)** **HOA Owned & Maintained**

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

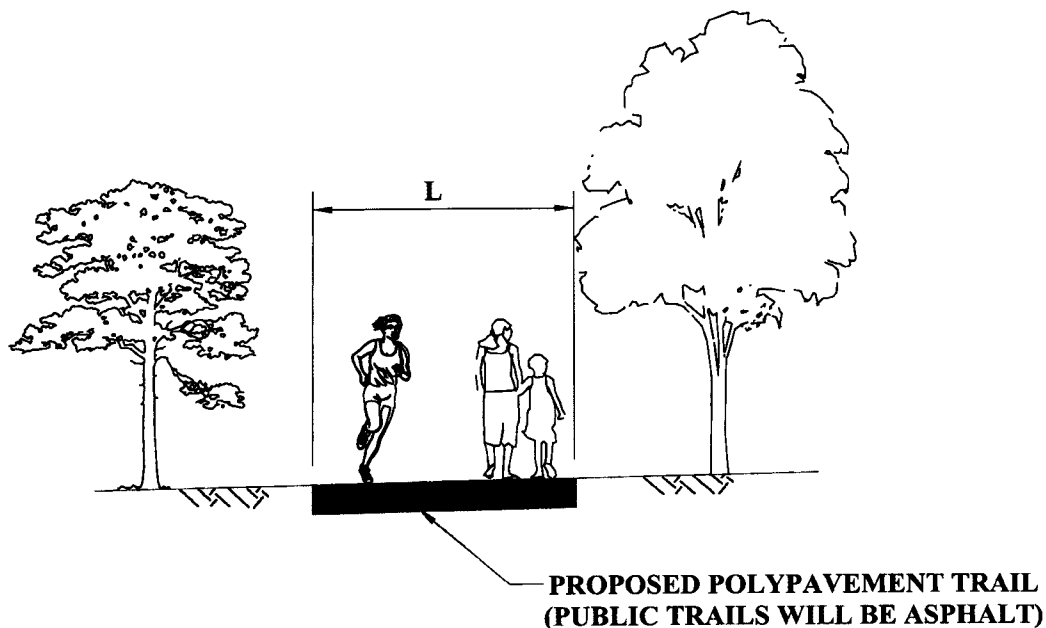
### **Trails**

Trails will be provided throughout the site to provide connection and walkability within the Project, as well as to adjacent parcels and Pratt Park to the north of the site. Trails will follow the following guidelines:

HOA maintained trails will be constructed of Polypavement or approved equal.

All Private trails within the Project will be 6' wide. These trails will be owned and maintained by the HOA.

All public trails used for emergency access or direct access to Pratt Park, along Sage Creek will be 10' wide. These trails will be constructed of asphalt and will be owned and maintained by the City of Casper.



### **Trail Sections (NTS)**

**L = 6' FOR PEDESTRIAN TRAILS - HOA OWNED & MAINTAINED**

**L = 10' FOR TRAILS NECESSARY TO PROVIDE EMERGENCY VEHICLE ACCESS / PUBLIC TRAIL TO PARK**

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **d. Parking:**

#### **Objective:**

To provide adequate amount of parking to satisfy the proposed uses within this PUD.

#### **Design Guidelines:**

Provide parking in an attractive and unobtrusive manner through the use of parking placement, location next to buildings and landscaping features.

Each SFD unit will provide a minimum of two garage parking spaces along with two spaces within the driveway apron for a total of four off-street parking spaces per unit.

All public roadways will allow parallel parking on both side of the street.

MF I parcel will include four off-street parking spaces per unit. Two of these spaces will be in the garage and two spaces will be provided in the driveway apron.

MF II parcel will include 1.5 off-street parking spaces for 1 bedroom units, 2.5 off-street parking spaces for 2 bedroom units, and 2.5 off-street parking spaces for 3 bedroom units. These off-street parking spaces including both covered and non-covered parking.

MF III parcel will include 1.8 off-street parking spaces per unit. Two spaces will be in the garage and 0.8 space will be provided in driveway aprons and/or off-street parking spaces for residents and guests.

Minimum parking stall size will be 9'x20' with handicap spaces to be designed to conform to current ADA standards.



**e. Landscaping and Fencing:**

**Objective:**

Provide landscape features and fences that will visually enhance the project as a whole. These features will also provide transitions and buffers between adjacent parcels, streets and differing land uses.

**Development Guidelines:**

The use of landscaping will be provided to minimize the visual impact of parking areas.

Retain existing wetlands and vegetation along Sage Creek, when possible.

Provide xeriscape where practical in order to lessen water requirements for the landscaping.

Screening will be provided when buildings are adjacent to major streets and between differing land uses. Examples for screen include: shrubs, walls, trees, and berms.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **f. Lighting:**

#### **Objective:**

The purpose of the lighting design will be to provide lighting that is appropriate to the individual parcels but to be consistent with an overall community theme.

#### **Development Guidelines:**

All lighting will be consistent with the overall theme of Greenway Park. A coordinated lighting standard will be used throughout the Project.

Lighting fixtures will reflect the character, height and scale of the proposed development. The lighting will be used to provide safety and enhance landscape, building and architectural features.

Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

## ***Greenway Park - Planned Unit Development Narrative & Guidelines***

### **g. Signage and Monumentation:**

#### **Objective:**

To provide guidelines for signage and monumentation that will be consistent with the architectural features, landscape features and overall community at Greenway Park.

#### **Development Guidelines:**

Signs within Greenway Park boundary shall comply with the standards set forth in Title 17, Chapter 17.96 Signs of the City of Casper Municipal Code unless otherwise provide in this PUD Guideline document.

All materials used in signage, other than temporary signs and traffic signs, shall be durable and permanent in nature. These signs shall be constructed to require minimum maintenance and be resistant to weathering and staining.

Project signs that identify Greenway Park community may be provided at each of the project entrances. These monument signs will be designed within an overall landscape and monument design theme. The project signs will be ground mounted with a maximum text area of 100 square feet per face and a maximum of two faces per entry to the project. The text area will not exceed eight feet in height, as measured from finished grade. Ground mounted illumination will be provided for the project signs and shall be from a concealed light source only.

# **EXHIBITS**

# **Greenway Park**

## **Planned Unit Development**

### **Exhibit A** **OWNER**

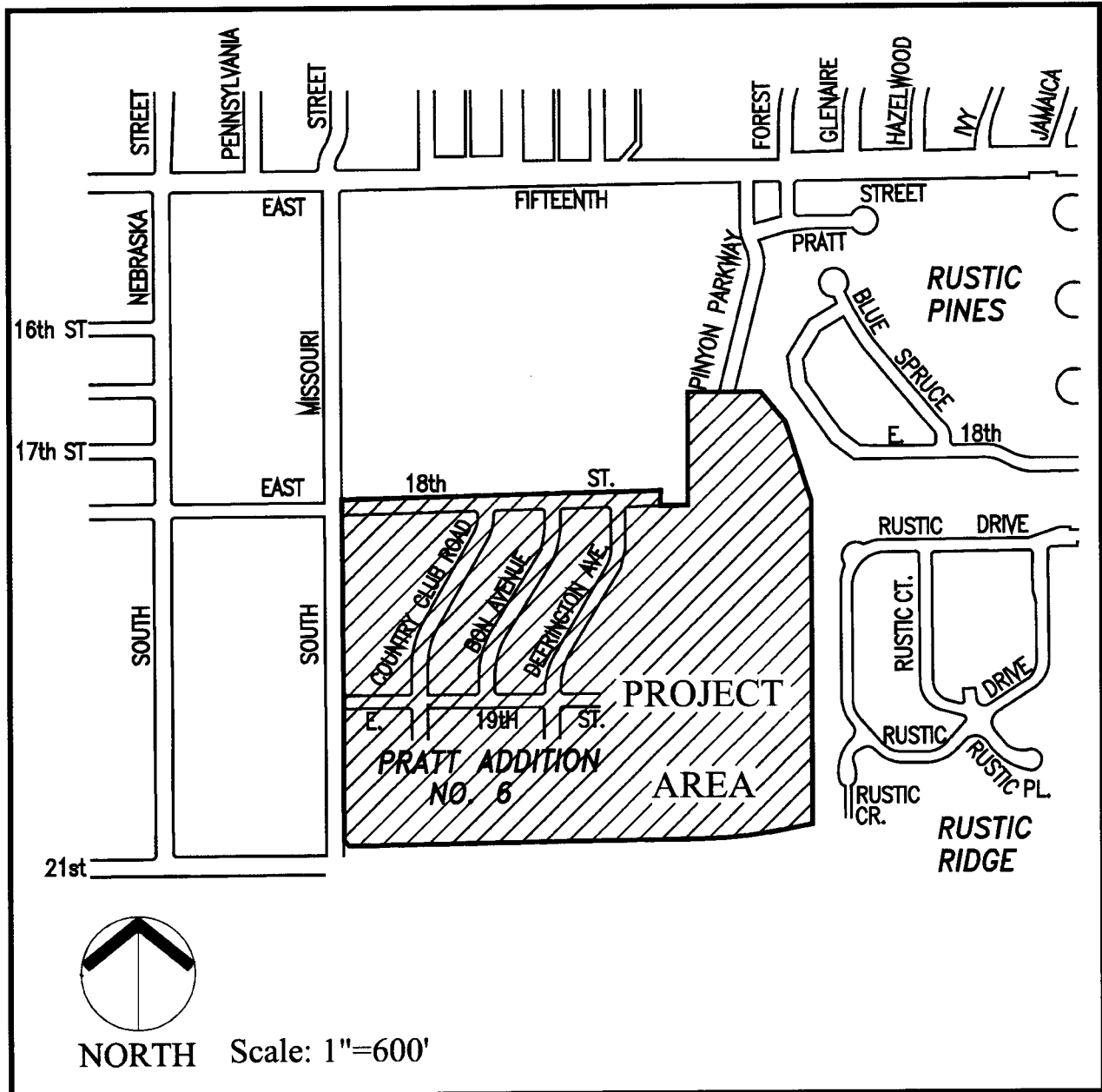
#### **Legal Description:**

A TRACT OF LAND BEING A PORTION OF THE N1/2 OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., AND ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7, "PRATT ADDITION NO. 6" (PHASE ONE) TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:  
COMMENCING AT A FOUND BRASS CAP MARKING THE C-N 1/16 CORNER OF SAID SECTION 14, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE N.0°02'51"E., (N.00°36'13"W., RECORD) ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 442.89 (442.02, RECORD) FEET TO A BRASS CAP AT A POINT WHICH LIES ON THE SOUTH LINE OF RUSTIC PINES ADDITION; THENCE S.89°57'04"E., (N.89°22'41"E., RECORD) ALONG THE SOUTH BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 280.04 (280.09, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.39°05'12"E., (S.39°47'04"E., RECORD) CONTINUING ALONG THE SOUTHERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 150.15 (149.94, RECORD) FEET TO A BRASS CAP RECOVERED THIS SURVEY AT AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF SAID RUSTIC PINES ADDITION; THENCE S.17°43'07"E., (S.18°23'50"E., RECORD) CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID RUSTIC PINES ADDITION, 325.40 (325.53, RECORD) FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF RUSTIC RIDGE ADDITION TO THE CITY OF CASPER; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE, 1227.78 (1227.45, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF SAID RUSTIC RIDGE; THENCE S.0°02'47"E., (S.00°43'26"E., RECORD) ALONG THE WEST LINE OF SAID RUSTIC RIDGE AS EXTENDED SOUTH, 21.23 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE TRACT OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE NORTH LINE OF A 60.00 FOOT WIDE RIGHT-OF-WAY FOR THE FUTURE EXTENSION OF EAST 21ST STREET; THENCE S.78°59'02"W., (S.78°18'23"W., RECORD) ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 149.91 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THIS TRACT OF LAND, THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 1570.00 FEET, THROUGH A CENTRAL ANGLE OF 10°03'58" (10°02'58" RECORD) AND AN ARC LENGTH OF 275.83 (275.37, RECORD) FEET, SAID CURVE HAVING A CHORD BEARING AND A DISTANCE OF S.84°07'02"W. (S.83°25'56"W., RECORD) AND 275.47 (275.02, RECORD) FEET, TO AN ALUMINUM CAP SET THIS SURVEY AT A POINT OF TANGENCY; THENCE S.89°08'14"W., (S.88°27'25"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 1363.03 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION; THENCE N.45°28'44"W., (N.46°09'33"W., RECORD) CONTINUING ALONG THE SOUTH LINE OF THIS TRACT OF LAND AND THE NORTH LINE OF SAID 60.00 FOOT RIGHT-OF-WAY, 28.10 FEET TO AN ALUMINUM CAP SET THIS SURVEY AT AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MISSOURI STREET; THENCE N.0°05'22"W., (N.00°46'32"W., RECORD) ALONG THE EAST LINE OF PRATT ADDITION NO. 4 AND ALONG THE WESTERLY LINE OF THIS TRACT OF LAND, 422.26 (422.22, RECORD) FEET TO A FOUND BRASS CAP AT THE SOUTHWEST CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE N.0°05'51"W., ALONG THE WEST LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE EASTERLY LINE OF 50 FOOT WIDE SOUTH MISSOURI STREET, 899.90 FEET TO A FOUND BRASS CAP AT THE NORTHWEST CORNER OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND THE SOUTHWEST CORNER OF WINDSOR HEIGHTS ADDITION TO THE CITY OF CASPER; THENCE N.89°12'07"E., ALONG THE NORTHERLY LINE OF SAID PRATT ADDITION NO. 6 AND THE SOUTH LINE OF SAID WINDSOR HEIGHTS ADDITION AND SOUTH LINE OF PRATT PARK, 1224.10 FEET TO A FOUND BRASS CAP AT THE NORTHEASTERLY CORNER OF PRATT ADDITION NO. 6, (PHASE ONE); THENCE S.0°57'35"E., ALONG THE EASTERLY LINE OF SAID PRATT ADDITION NO. 6 (PHASE ONE) AND SAID PRATT PARK 50.15 FEET TO AN ALUMINUM CAP RECOVERED THIS SURVEY AT THE INTERSECTION BETWEEN THE EASTERLY BOUNDARY LINE OF PRATT ADDITION NO. 6 (PHASE ONE) NORTH LINE OF THE SE1/4NW1/4 OF SECTION 14; THENCE N.89°11'30"E., (N.88°32'00"E., RECORD) ALONG THE NORTH LINE OF SAID SE1/4NW1/4 OF SAID SECTION 14, 106.34 (106.43, RECORD) FEET TO THE POINT OF BEGINNING AND CONTAINING 58.73 ACRES, MORE OR LESS.

# Greenway Park

## Planned Unit Development

Exhibit B  
OWNER



Vicinity Map

# Greenway Park

## Planned Unit Development

### Exhibit C

OWNER

#### Land Use Summary Table:

SFD	7.6 Ac.	(12.9%)
MF I	3.7 Ac.	(6.3%)
MF II	21.3 Ac.	(36.3%)
MF III	8.6 Ac.	(14.6%)
OS Tracts*	8.6 Ac.	(14.6%)
ROW Dedication	8.9 Ac.	(15.1%)
<b>Total:</b>	<b>58.75 Ac.</b>	<b>(100.0%)</b>

#### Legend

- OS - Open Space\*
- SFD - Single Family Detached Lots
- MF I - Mansion Homes / Multi-Family
- MF II - Multi-Family
- MF III - Townhomes / Multi-Family

\*A minimum of 20% open space will be provided for the entire site.

Note: Areas & Parcel Boundaries are conceptual only and can vary at the time of Final Site Plan Submittal for each Parcel.



**Owner:**  
Haystack, LLC  
290 Skyhill Drive  
Golden, CO 80401  
303.526.5474

**Engineer:**  
WLC  
200 Pronghorn Street  
Casper, WY 82717  
307.266.2524

**Land Planner:**  
David A. Clinger & Assoc. Ltd.  
"State of the Art" Land Planning  
Development Consultants  
21759 Cahrial Boulevard  
Golden, Colorado 80401  
(303) 526-9126  
www.dclinger.com

August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



LEFT ELEVATION



REAR ELEVATION



FRONT ELEVATION



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

#### 24 MANSION HOMES



FRONT ELEVATION

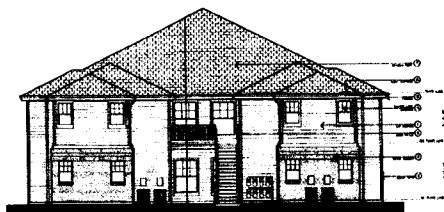


FRONT ELEVATION



SIDE ELEVATION

#### 24 TOWNHOMES



SIDE ELEVATION  
24 8-UNIT MULTI-FAMILY (2A)



SIDE ELEVATION  
24 24-UNIT MULTI-FAMILY (1T)

Scale: 1"=10'  
August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023



# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



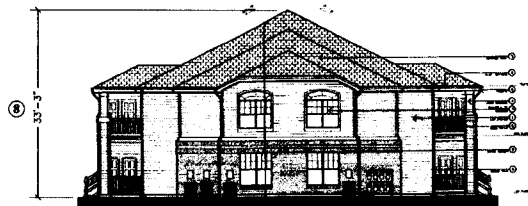
FRONT ELEVATION



SIDE ELEVATION  
24 24-UNIT MULTI-FAMILY (2T)



FRONT ELEVATION



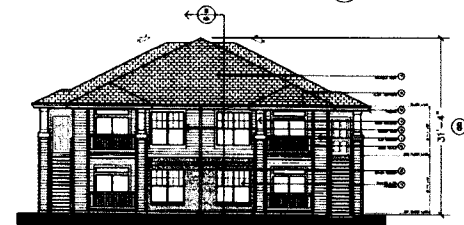
SIDE ELEVATION  
24 8-UNIT MULTI-FAMILY (2B)



FRONT ELEVATION



SIDE ELEVATION  
24 8-UNIT MULTI-FAMILY (3A)



FRONT ELEVATION



SIDE ELEVATION  
24 8-UNIT MULTI-FAMILY (1A)

Scale: 1"=10'  
August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

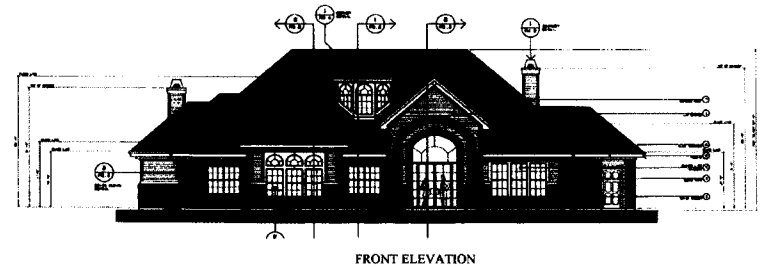
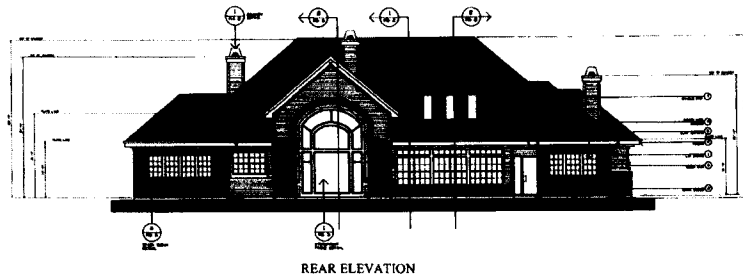
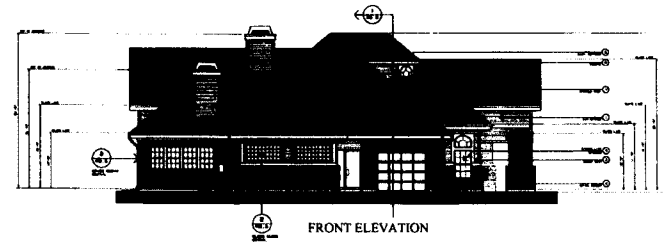
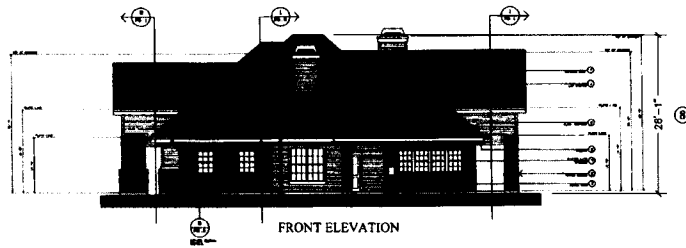
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2 of 3

Exhibit C  
CITY

# Greenway Park

## Planned Unit Development Site Plan

### Architectural Elevations



24 MULTI-FAMILY CLUBHOUSE

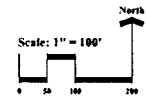
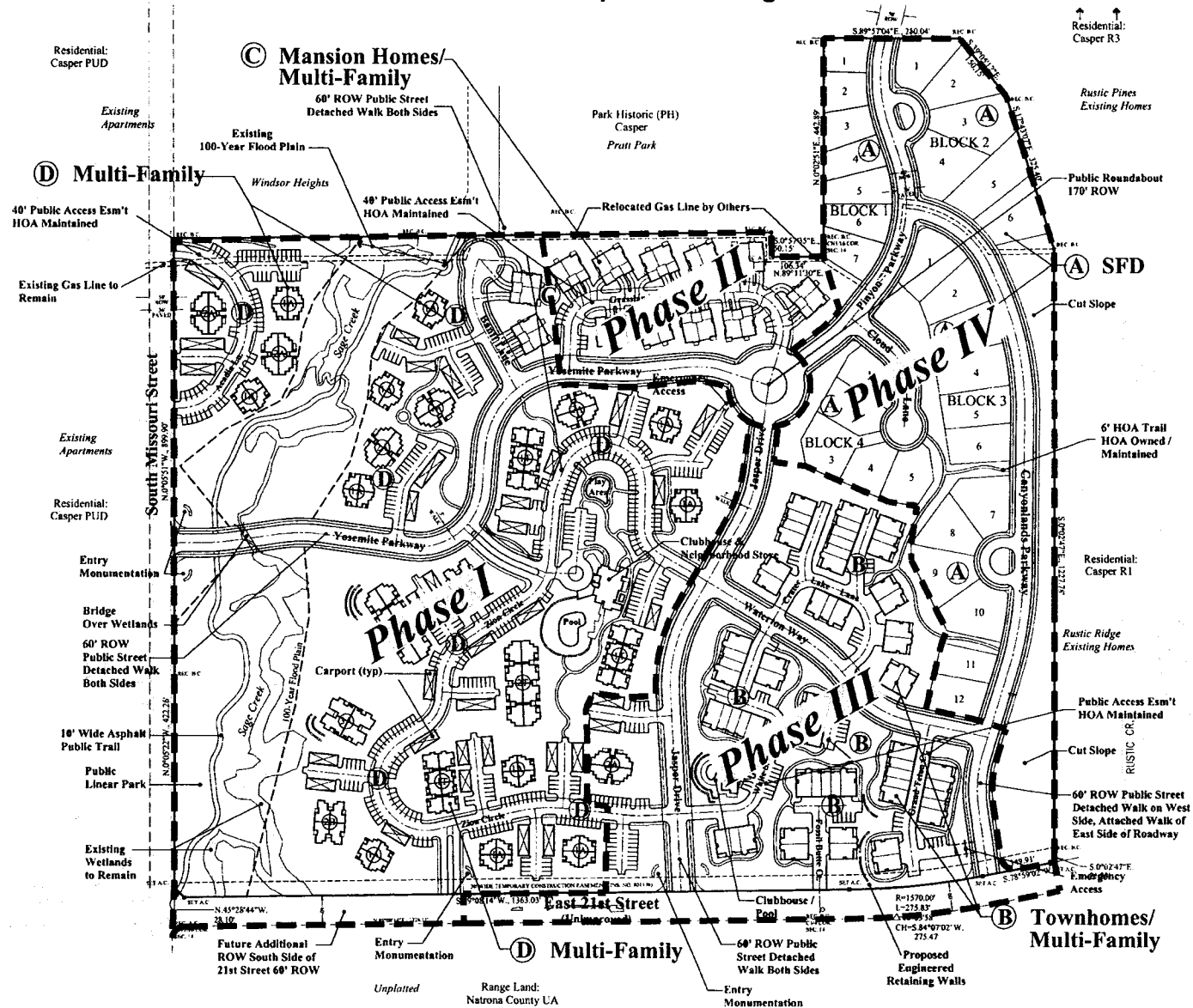
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3 of 3  
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August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

Exhibit C  
CITY

# Greenway Park

## Planned Unit Development Site Plan

### Conceptual Phasing Plan



August 24, 2007  
Rev. Jan. 07, 2008  
Job No. 06023

CITY  
Exhibit D